

**— DRAFT — FOR DISCUSSION ONLY —**

**Memorandum of Understanding**  
between the  
**Nebraska Department of Roads**  
and the  
**Nebraska GIS Steering Committee**  
for the Development and Maintenance of a  
**Statewide Street Centerline-Address Database**

**I. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for coordination and cooperation between the Nebraska Department of Roads (“NDOR”) and the Nebraska Geographic Information System Steering Committee (“NGISSC”) (hereinafter also referred to as “Parties” or “Party”) for the on-going development, maintenance, and distribution of a statewide, geospatial street centerline/address database of the State of Nebraska.

**II. BACKGROUND**

A geospatial database that provides spatial coordinates for all of the state’s highways, streets, and road centerlines and their associated names and address ranges is a database that is needed by a wide variety of state, local and federal public agencies and the private sector.

A street centerline/address database provides the core data for a range of state and local transportation-related applications (maintenance, planning, routing, accident reporting and public safety). A street centerline/address database is also the key to mapping and spatially analyzing a wide variety of the information collected and maintained by public agencies. Much of that data is referenced with a street address. A reasonably current and comprehensive street centerline/address database provides the means for identifying the spatial coordinates associated with the street addresses. This allows those street addresses to be mapped and combined with other data based on their spatial/map coordinates. This address mapping, or geocoding, function associated with street centerline/address databases is a key that enables a wide range of GIS-related applications (emergency response, online sales tax collection, homeland security, efficient allocation of public services, voter registration, underground utility one-call response, facilities regulation, public safety, etc.)

The NGISSC recognizes the importance of such a database for a wide range of data users and, for some time, has prioritized its development for several years in its Annual Report and Strategic Plan. Nebraska has approximately 96,000 miles of streets, roads and highways. For several years, the NDOR has maintained a geospatial transportation database that included 30,000 miles of roads, including all state roads and highways and the major local arterials and collectors. In 2002, the NGISSC and the NDOR jointly sponsored an Advisory Committee on Street Addresses Databases that recommended that the NDOR take steps to develop a comprehensive statewide transportation centerline database by bringing all local street and road centerlines into their statewide geospatial transportation database (approximately 66,000 miles of additional roads). This recommendation was adopted by the NGISSC and NDOR is nearing completion of this effort.

Because there are some many uses and needs for a street centerline/address database, many different entities are developing pieces of this data. The NDOR has developed centerline data for all of the state's highways, streets and roads, but this data does not include address ranges. In some areas, local governments are investing in the development of this data for their city and/or county jurisdictions. The Nebraska Public Service Commission is investing in the development of this type of data for several counties to support Enhanced E911 services. The US Census Bureau has developed and continues to invest in street centerline/address data for the nation, however, the quality and accuracy of that data varies considerably in different geographic areas.

While the need for street centerline-address data is wide spread, and several public entities are investing in the development of aspects of this data for various areas of the state, no public entity has taken, or been given, the responsibility for the on-going collection, integration, and distribution of this critically needed data. As a result, street address data users had no central and consist place to access a copy of the latest and best street centerline-address for a particular area and/or for the entire state.

### **III. AUTHORITIES**

The NGISSC and the NDOR enter into this MOU under the powers and privileges conferred by statute, case law, or implicit authority required to achieve the mission duly assigned to one or both of the Parties by the Legislature or other governing body. Powers and privileges shall include but not be limited to:

1. Section 86-569 thru 573 for Nebraska GIS Steering Committee;
2. Section ??-??? thru ??? for NDOR

### **IV. SCOPE**

This MOU serves as an umbrella agreement that sets forth the general terms and conditions under which the NGISSC and the NDOR will coordinate and cooperate in activities related to the development, maintenance, and distribution of statewide street centerline-address data. The activities covered by this MOU will be of mutual interest and benefit within, but not limited to, the following areas:

1. Development of standards for a statewide "best available" street centerline-address database to be maintained and distributed by NDOR;
2. Establishment of data sharing relationships/agreements between the various public data developers of sector street centerline-address data;
3. Development and maintenance of a statewide street centerline-address database based on the on-going compiling and integration of the "best available" data from multiple sources;
4. Distribution of this statewide street centerline-address database in a standardized, open format via the Internet and other means at no cost beyond that associated data reproduction costs; and
5. Reasonable efforts to provide online data services to meet the needs of other public entities for this data in a manner that is reasonably efficient and minimizes any on-going costs for NDOR.

### **V. RESPONSIBILITIES**

Both parties will continue to maintain open communication and coordination to facilitate a cooperative working environment to support the development, on-going maintenance and distribution of this statewide street address database. While NDOR will be the primary data steward for this dataset, both parties will work together, and with other interested entities, to define data standards that best match the available data from multiple sources, the data needs of the varied data users, and reasonably cost-efficient

means of collecting, integrating and distributing the data. Both parties will work together to develop and maintain data sharing relationships/agreements with the various street centerline-address data producers. The parties agree to provide leadership and program oversight for the cooperative activities conducted under this MOU.

The Parties agree that NDOR will act as the data integrator for this dataset and be responsible for the initial development of a statewide “best available” street centerline-address database by compiling and integrating the “best available” data and will also be responsible for the on-going maintenance and updating of this database as more current and/or accurate data becomes available from multiple sources. The compilation and maintenance of this dataset will be based on the standards jointly adopted the NDOR and the NGISSC.

The Parties agree that NDOR will act as the primary data distributor for this dataset and be responsible for making the most current version of this “best available” street centerline-address database available for online downloading by other agencies and the general public. The Parties also agree that NDOR will be responsible for providing an online geospatial data map service for this data in a manner that will enable a variety of online map services to access, map, and display this data. The Parties understand that this online database availability may be accomplished either thru NDOR’s servers or thru the servers maintained by another cooperating agency.

The Parties agree that NDOR will maintain metadata on this “best available” street centerline-address database such that users and later data integrators will be able to reasonably assess the source and quality of the various components of this evolving composite dataset.

The Parties agree that the NGISSC will have the primary responsibility for identifying unique agency needs related to this type of data and for coordinating interagency efforts to work with NDOR to explore possibilities for how those unique data needs might be addressed. The Parties will work jointly to establish the level and types of services to be provided by NDOR relative to providing online access and/or a map service of this street centerline-address data considering the service needs of the enterprise geospatial data user community, the policy directions established by NGISSC, the program priorities of NDOR, and the resources available. All NDOR staff commitments will require the endorsement of the NDOR Director.

The Parties agree that the Director of NDOR (or designee) and the Chair of the NGISSC (or designee) shall be responsible for administering the understanding outlined in this MOU. Such persons shall meet at the call of either party, to monitor the status of the MOU and to resolve related issues. In addition, they shall routinely participate with and report to the NGISSC regarding MOU. The Director of NDOR (or designee) and the Chair of the NGISSC (or designee) agree to work diligently and in good faith to resolve any administrative, policy, or operational issues or disputes in a timely manner.

The Parties agree that NDOR shall be responsible for maintaining copies of all agreements and other documents related to the development and maintenance of this composite “best available” street centerline-address database and for monitoring and communicating with all service providers under any contracts in furtherance of the database.

The specific relationships and responsibilities of the Parties with regard to the cooperative activities under this umbrella MOU shall be defined in separate agreements, which shall become attachments to this MOU, in accordance with section VI.

The parties understand that in the course of providing online links to this dataset, links maybe be made to websites not maintained or within the control of NDOR, NGISSC, or other entities of the State of Nebraska. Neither party will hold the other responsible for technical problems with outside links or for the appropriateness or quality of contents at those sites. The parties agree to jointly evaluate any reported concerns, decide upon appropriate action, and implement specified action on a timely basis.

## **VI. IMPLEMENTATION**

Specific activities to be conducted and services to be provided relative to the compilation, maintenance and distribution of this statewide, “best available” street centerline-address database and the method of their implementation will be determined on a case-by-case basis by the NGISSC and the NDOR, in consideration of the merit, existing commitments, projected schedules, available funding and personnel resources, and other relevant factors.

As appropriate, implementation of specific activities and services to be provided relative to the compilation, maintenance and distribution of this statewide, “best available” street centerline-address database will be outlined in separate agreements. As appropriate, the agreements implementing specific activities or services shall be made addendums to this MOU. Each agreement shall describe the project or activity agreed upon in regard to its objectives, scope, responsibilities of the Parties, project schedule, deliverables, and funding.

## **VII. FINANCE ARRANGEMENTS**

This MOU defines the general terms upon which the NGISSC and the NDOR will cooperate to develop and maintain a “best available” statewide street centerline-address range database for Nebraska. Performance under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through each Party’s respective funding procedures. This MOU is neither a fiscal nor a funds obligation document and, as such, does not constitute a financial commitment on the part of either Party. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the NGISSC and the NDOR will be handled in accordance with applicable laws, regulations, and procedures. Any such agreements, including work plans or statements of work, which shall be made in writing and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.

## **VIII. PUBLICATIONS AND RELEASE OF INFORMATION**

When deemed appropriate, the activities conducted, or scientific data developed, under this MOU will be documented and made available to the general scientific community through publication in appropriate journals or other established channels as soon as practicable and consistent with good scientific practice. Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that both Parties have an opportunity to review manuscripts prior to publication. In the event such reports or publications are copyrighted, each Party shall have a royalty-free right under the copyright to reproduce, distribute, and use such copyrighted work for their own purposes.

Release of general information to the public may be made by the appropriate Party with respect to its own portion of the project/cooperation as desired. The Parties will seek to consult each other prior to any such release that reference the other Party’s participation, consistent with the Parties’ respective laws and policies.

The Parties agree that sharing credit is mutually beneficial, and will assure that appropriate citation and attribution, including the use of official agency visual identifiers, is given for work performed under this MOU. Specific uses of a Party’s logo or seal, however, will require advance approval by that Party.

## **IX. PARTICIPATION IN SIMILAR ACTIVITIES**

This MOU in no way restricts any of the Parties from participating separately in similar activities with other public or private agencies, organizations, and individual, including other activities between the NGISSC and the NDOR.

## **X. EFFECTIVE DATE, REVIEW, MODIFICATION, AND TERMINATION**

This MOU shall take effect upon the date of the last signature and shall remain in effect indefinitely until it is terminated as herein provided. This MOU may be reviewed annually or at the request of either party. This MOU may be modified at any time upon joint approval. This MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 90 days written notice to the other Party.

If either or both Parties terminate this MOU, the NDOR will make available to the NGISSC the most current version of the “best available” statewide street centerline-address range data and any associated metadata.

## **XI. POINTS OF CONTACT**

The following individuals will be the points of contact for this MOU:

Nebraska GIS Steering Committee

Nebraska Department of Roads

Name:

Title:

Address:

Phone:

FAX:

Email:

## **XII. APPROVALS**

IN WITNESS WHEREOF, the parties hereto have executed this MOU by their respective duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

NEBRASKA GIS STEERING COMMITTEE

By: \_\_\_\_\_

ATTEST:

NEBRASKA DEPARTMENT OF ROADS

By: \_\_\_\_\_

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